

# EXHIBIT “A”



**SUPPLEMENTAL STAFFING AGREEMENT**  
between Favorite Healthcare Staffing, Inc. and  
New York City Health and Hospitals Corporation

The purpose of this Agreement is to define the relationship and respective responsibilities between New York City Health and Hospitals Corporation (hereafter Client) and Favorite Healthcare Staffing, Inc. (hereafter Favorite) allowing Favorite to provide qualified temporary health care personnel (hereafter THP) for the provision of temporary healthcare professionals to all of Client's healthcare facilities. The following is therefore mutually agreed:

**1. DEFINITIONS**

- A. THP is a temporary healthcare professional working as an employee of Favorite on assignment at Client.
- B. Per Diem/Local Contract THP is any THP not regarded as a Traveler under this agreement.
- C. Traveler is any THP provided by Favorite for whom a Confirmation of terms of an assignment of not less than 4 weeks in duration has been made by Client.
- D. Confirmation is the Client's written acceptance of a particular Traveler to fill a specific Client need.

**2. RESPONSIBILITIES OF FAVORITE**

- A. Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services.
- B. Provide service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes.
- C. Match CLIENT service requests with THPs who are properly screened and qualified in accordance with Exhibit A.
- D. Provide CLIENT with documentation of the skills and qualifications of assigned personnel, either via e-mail or facsimile.
- E. Instruct THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.
- F. Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
- G. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including but not limited to the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act



("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; as set forth in subparagraph h. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.

- H. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- I. Maintain a system documenting, tracking, and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided. (It is the Clients' responsibility to promptly notify Favorite Healthcare Staffing within 24 hours of when an incident occurs. Upon notification, Favorite Healthcare Staffing will then implement incident tracking/resolution processes and communicate with the client as needed.) Client may be required to provide written documentation to Favorite to facilitate the investigation and potential corrective actions of incidents. Depending on the severity of the incident; Favorite will also have our Risk Oversight Committee review and make recommendations.
- J. Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate and to provide certificates of insurance.
- K. Not use subcontractors in the usual course of providing staffing service unless otherwise contracted for and approved beforehand in writing by Client.
- L. Not discriminate in employment with respect to race, religion, sex, creed, disability or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.
- M. Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.
- N. Agency will provide the last 6 digits of Social Security Numbers of all personnel in order to align billing to one unique identifier.
- O. From the effective date of the Agreement to the end of the first 12 successive weeks, the initial 16 hours of training and orientation shall be provided at no cost to Client. After the first 12 weeks, then the initial 24 hours of orientation shall be provided at no cost to Client.

### **3. RESPONSIBILITIES OF CLIENT**

- A. Make final determination of the suitability of THP documented competencies and experience as presented by FAVORITE for the designated assignment.



- B. Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Control, and Fire and Safety, OSHA and EM/Charting (if applicable).
- C. Manage FAVORITE's THPs consistent with CLIENT's own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify (within 24 hours) Favorite Healthcare Staffing, Inc. by written documentation of any unexpected incidents, errors and sentinel events that involve THPs and of any occupational safety hazards or events that involve THPs consistent with New York State Education Law in order to protect Client's confidentiality privileges.
- D. Recognize FAVORITE's policy regarding the floating of staff whereby THPs are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.
- E. Assist FAVORITE with the periodic evaluation (no less than annually) of THP job performance. Travelers will be evaluated after each assignment.
- F. Intentionally deleted.
- G. Promptly (within 24 hours) notify FAVORITE by written documentation of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event CLIENT shall only be obligated to compensate FAVORITE for actual THP time worked.
- H. Provide at least two hours' notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate for Per Diem shifts. Travelers should not be cancelled unless they are rescheduled within the same week.
- I. Timely and accurately approve THP's time via Favorite's Timecard Mobile App. THP will provide the shift information via mobile phone to the Client and Client will review, approve and sign on the THP's mobile phone. Once a THP's timecard has been approved it will be submitted to Favorite Healthcare electronically and an email confirmation will be sent to the Supervisor if they choose to receive one. Weekly invoices will include a copy of the Supervisor's signature along with the approval details for each shift. A copy of our Timecard Mobile App Instructions can be found on our website at [www.favoritestaffing.com](http://www.favoritestaffing.com) for Client's convenience and reference. If the Client requires the THP to provide additional information such as nursing notes, narratives, etc., the Client approval acknowledges the receipt of such additional information.
- J. In the event Client finds it necessary to terminate a Traveler's assignment, for no fault of Favorite or Traveler, the Client shall reimburse Favorite for all contractual obligations for reasonable transportation and housing expenses incurred as a result of Favorite's placement of Traveler with Client.
- K. Client may terminate any individual staff assignment for cause at cost or penalty after 2 weeks of work. For any staff assignment terminated by Client the name of such individual shall be kept and logged by Agency and such person shall not be re-presented to Client.
- L. Recognizing that there are fixed costs with the onboarding, orientation and training of staff by Client, Favorite will use best efforts to replace a THP provided under this



Agreement that cancels before the expiration of the agreed upon term of the THP's assignment at no cost to Client, including all training hours, a maximum of 5 shifts

- M. Remit payment for services directly to Favorite Healthcare Staffing, Inc. within **60 days** of receipt of invoice. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by FAVORITE's Accounts Receivable department within **30 days**. This notification must be made by one of the following means:

By telephone: (800) 676 - 3456  
 By fax: 866-291-1511  
 By e-mail:  
[accountsreceivable@favoritestaffing.com](mailto:accountsreceivable@favoritestaffing.com)

By U.S. Mail to: Favorite Healthcare Staffing, Inc.  
 Attn.: Accounts Receivable  
 7255 W. 98<sup>th</sup> Terr., Suite 150  
 Overland Park, Kansas 66212

- N. Facility has several hospitals, all wholly owned entities. Invoices shall be sent to the ordering hospital.

#### 4. COMPLAINTS AND GRIEVANCES

If unable to resolve a problem or complaint at the branch or department level, please refer to our Client Grievance Policy located on our website at [www.favoritestaffing.com](http://www.favoritestaffing.com) for instructions on how to submit a grievance to Favorite or to report concerns to The Joint Commission. Client may submit a grievance in writing to the corporate office by mail or by email to [clientcomments@favoritestaffing.com](mailto:clientcomments@favoritestaffing.com) or by calling our corporate office Human Resources/Quality Assurance Director at 800-676-3456.

#### 5. THE JOINT COMMISSION

The Joint Commission standards under which Favorite is certified relate to quality and safety of care issues as impacted by Favorite's THPs. Anyone believing that he or she has pertinent and valid concerns about such matters should report these to the management of Favorite Healthcare Staffing either at the branch office or the corporate office (please see our web site at [www.favoritestaffing.com](http://www.favoritestaffing.com) for contact information). If the concerns cannot be resolved through Favorite, the individual is encouraged to contact The Joint Commission:

Phone: 800-994-6610  
 E-Mail: [complaint@jointcommission.org](mailto:complaint@jointcommission.org)  
 Fax: 630-792-5636  
 Online: [www.jointcommission.org](http://www.jointcommission.org)

Mail: Office of Quality and Patient Safety  
 The Joint Commission  
 One Renaissance Boulevard  
 Oakbrook Terrace, IL 60181

#### 6. FEE SCHEDULE

- A. Fees for services are those rates stated in Exhibit B.
- B. Any THP hired by Client after 12 weeks of assignment for Travel, or 520 hours for Per Diem, shall be at no cost to Client.

#### 7. NOTICE

Any notice required by this contract shall be delivered via first class U. S. mail or via email to:

7255 W. 98<sup>TH</sup> TERRACE-BLDG.5, SUITE 150 ● OVERLAND PARK, KS 66212-2215 ● PHONE 800-676-3456 ● FAX 888-870-6530  
[www.favoritestaffing.com](http://www.favoritestaffing.com)



**NYC Health and Hospitals/Central Office**

Attention: Grace-Ann Weick, Chief of  
Operations and Senior AVP  
Address: 125 Worth Street, 4th Floor Suite  
418  
City, State, New York, NY 10013  
Zip:  
Email:

**Favorite Healthcare Staffing, Inc.**

Attn: Contracts & Rates  
Administration  
Address: 7255 W 98<sup>th</sup> Terrace  
Building 5, Suite 150  
City, State, Overland Park, KS 66212  
Zip:  
Email: [contractsmgr@favoritestaffing.com](mailto:contractsmgr@favoritestaffing.com)

Address for notice may be changed, from time to time, by either party upon written notice.

**8. TERM & TERMINATION**

- A. This agreement is made and shall commence on 8/12/2019 for a period of 1 year. The agreement shall govern through the end date of any TRAVELER assignment made by CONFIRMATION pursuant to this agreement.
- B. Termination for Convenience. Either party may terminate this Agreement at its convenience with or without cause by giving the other party written notice of such termination at least thirty days prior to the effective date of such termination.
- C. Termination for Cause by Client. Client shall have the right to terminate this Agreement if Favorite materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Client specifying such default.
- D. Termination for Cause by Favorite. Favorite shall have the right to terminate this Agreement if Client materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Favorite specifying such default.
- E. Termination for Insolvency. A party will be deemed in breach of this Agreement if such party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency, or for the appointment of a receiver, conservator, or similar officer, is unable to pay its debts as they become due, makes an assignment to or for the benefit of its creditors, or ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.
- F. Actions upon Termination. In the event that Client shall terminate this Agreement in accord with the provisions of this Agreement, Client acknowledges and agrees that any Assignments that have not otherwise expired or been terminated shall not be terminated by the termination of this Agreement, shall not interfere with any THPs providing Services and unless agreed to in writing by Favorite, Favorite's THPs shall continue to perform the designated Services.
- G. Survival of Termination. The parties agree that sections 3 (K), 3 (L), and 6 (B)/Exhibit C will survive the termination or suspension of this Agreement. For the avoidance of doubt, the provisions of 6 (B)/Exhibit C shall survive with respect to job postings submitted prior to termination, whether or not such jobs are filled by candidates before or after the termination date.



## 9. MISCELLANEOUS

- A. The terms herein stated represent the total Agreement between Favorite and Client and this Agreement may not be changed or modified orally.
- B. This Agreement may be modified or amended by mutual written Agreement and supersedes all prior Agreements of the parties.
- C. This Agreement shall be governed by the laws of the State of New York.
- D. In the event services are provided to Client by Favorite, and this agreement is not signed, Client's acceptance of our services will be deemed as acceptance of the terms of this agreement.
- E. Client's terms are hereby incorporated by reference and attached hereto as Exhibit C.

**Favorite Healthcare Staffing, Inc.**  
 ("Favorite") 25

By: 

Authorized Signatures:

Debra MacLeod, RN, Senior Vice President  
 Christopher Brink, Chief Operations Officer  
 Paul Brown, Vice President  
 Stephanie Render, Regional Director  
 Keenan Driver, Vice President  
 Corey Shepard, Vice President  
 Nicole Olson, Vice President

Date: 8/29/2019

**New York City Health and Hospitals Corporation**  
 ("Client")

By: 

Name: Paul A. Albertson

**Please Print**

Title: Vice President, Supply Chain Services

Date: 8/29/19